

**Statement of Work
Yakama Indian Health Center
and
Washington State Department of Health**

The Yakama Indian Health Center (YIHC), and the Washington State Department of Health (DOH) have a long history of working cooperatively in the area of TB control, as well as in many other areas of health promotion and disease control. The Yakama Indian Health Center welcomes the offer to expanded assistance to their TB control program. With the Department of Health assistance, they expect to be able to adhere more closely to American Thoracic Society (ATS) guidelines for TB surveillance and control.

Department of Health will provide, but not limited to:

- Training of (YIHC) TB control staff
- Inservice training for (YIHC) general staff
- Updating PPD/TB registry
- Case management and follow-up
- Assistance with Quality Assurance and workplace safety issues
- Updating Clinic TB Management Guidelines as necessary

Yakama Indian Health Center will provide Department of Health with:

- Access to health records
- Lab data
- Materials and information for the TB control program

Confidentiality will be maintained in accordance with the Federal Privacy Act. Services provided by DOH staff will generally be provided on Wednesday and Friday afternoon. Appropriate workspace will be provided. The YIHC clinical director will provide oversight of professional duties performed by DOH staff.

Service Unit Director

WA State Department of Health
TB Program Coordinator

Clinical Director

WA State Department of Health
STD/TB Services Manager

DOH #:

INTERAGENCY AGREEMENT
between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
and
Yakama Indian Health Center

THIS AGREEMENT is made and entered into by and between the DEPARTMENT OF HEALTH, hereinafter, referred to as DOH and the YAKAMA INDIAN HEALTH CENTER hereinafter referred to as YIHC.

THE PURPOSE OF THIS AGREEMENT IS: To provide assistance to the Yakama Indian Health Center but are not necessarily limited to the following: Training of (YIHC) TB control staff, Inservice training for (YIHC) general staff, Updating PPD/TB registry, Case management and follow-up, Assistance with Quality Assurance and workplace safety issues, Updating clinic TB Management Guidelines as necessary.

THEREFORE, IT IS MUTUALLY AGREED THAT: The Yakima Indian Health Center will provide the Department of Health with Access to Health Records, Lab Data, and Other necessary information and material for the TB Control Program as further described in Exhibit A, Statement of Work.

STATEMENT OF WORK

The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, Statement of Work, attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the Period of Performance of this Agreement shall commence on Date of execution and be completed on December 31, 1999 unless terminated sooner as provided herein.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed \$..., in accordance to Exhibit B, Budget, attached hereto and incorporated by reference herein. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually, via an amendment, agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the rates herein and in accordance with the following terms, or as set forth in accordance with Exhibit B.

Source of Funds (FED) \$0 (ST) \$0 (Other) \$0 Total \$0

Federal funds disbursed through this agreement were received by DOH in accordance with OMB
Catalog of Federal Domestic Assistance Number: N/A

BILLING PROCEDURE

Payment to the Contractor for approved and completed work will be made by warrant or account transfer by DOH within 60 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMENDMENTS BY LETTER OF AUTHORITY

Budget changes in this contract may be made without the DOH contracting officer's approval, provided that DOH program staff and the contractor approve a written Letter of Authority specifying the changes AND:

1. The total maximum consideration for the contract is not increased or decreased as a result of the change, and/or
2. The change results in an off-setting transfer of funds between expenditure categories.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for DOH is: *[Name, address and phone number]*

Kim Field, TB Program Coordinator
Department of Health
PO Box 47837
Olympia, WA 98504-7837
(360) 236-3447

The Program Manager for the Contractor is: *[Name, address, and phone number]*

Yakama Indian Health Center
Clinic Director
Toppenish, WA 98948
(509) 865-2102

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

HOLD HARMLESS

The contractor shall defend, protect and hold harmless the State of Washington, the department, or any employees thereof, from and against all claims, suits or action arising from any intentional negligent act or omission of the contractor or subcontractor, or agents of either, while performing under the terms of this contract. Claims shall include, but not limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice.

INDEPENDENT CAPACITY

The employee or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of the party and shall not be considered for any purpose to be employees or agents to the other party.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by DOH. Data shall include, but not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer rights.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the department may terminate the contract under the “termination for convenience” clause, subject to renegotiation under those new funding limitations and conditions.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, and the aggrieved party will give the other party written notice of such failure or violation. The responsible part will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved part to the other.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN

This Agreement, and Attachment I, Assurances and Certifications, contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to binding any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of Health

Yakama Indian Health Center

Contracting Officer

Date

Date

APPROVED AS TO FORM ONLY:
CHRISTINE O. GREGOIRE
Attorney General
May 1997
9/98